

# **EXHIBIT 2**

removal of such alterations, additions, or improvements, excluding trade fixtures, shall be subject to Lessee obtaining a permit approved by Lessor. In the event Lessee removes any alterations, additions, improvements or trade fixtures, Lessee shall repair all damage caused by such removal and restore the Leased Premises as nearly as reasonably possible to the same condition as existed at the time Lessee entered into possession, normal wear and tear excluded, of the Leased Premises under this Lease. If Lessee does not desire to remove the aforesaid alterations, additions, or improvements, Lessee shall give written notice to Lessor at least thirty (30) days prior to said termination date. In the event of cancellation of this Lease by Lessee, such notice shall be given contemporaneously with Lessee's notice of cancellation and in the event of cancellation by Lessor such notice shall be given as many days in advance of the effective date of cancellation as is feasible under the circumstances. Upon receipt of such notice Lessor shall have the right to require Lessee to remove said alterations, additions, or improvements and to restore the Leased Premises at Lessee's sole cost and expense, normal wear and tear excluded, or at the discretion of Lessor, the alterations, additions, or improvements shall become the property of Lessor, free and clear from any lien and any right, claim or demand of Lessee.

#### 15. INDEMNIFICATION

Lessee shall keep and hold Lessor and its officers, Board members, directors, agents, servants and employees harmless from any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses,

including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys' fees, court costs and expert fees), claimed by anyone by reason of injury or damage to persons or property sustained in or about the Airport, as a proximate result of the acts or omissions of Lessee, its agents, servants or employees, or arising out of the operations of Lessee upon and about the Airport, excepting such liability as may result from the sole negligence of Lessor, its officers, Board members, directors, servants, agents or employees; provided, however, that upon the filing of any claim with Lessor for damages arising out of incidents for which Lessee herein agrees to hold Lessor harmless, then and in that event Lessor shall notify Lessee of such claim and Lessee shall have the right to settle, compromise or defend the same. In connection with any such claim filed with Lessor, Lessee shall use legal counsel reasonably acceptable to Lessor in carrying out Lessee's obligations hereunder. Any final judgment rendered against Lessor for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount, where the time for appeal therefrom has expired. The indemnity provision set forth herein shall survive the expiration or early termination of this Lease.

#### **16. INSURANCE**

Lessee, at its own expense and in its own name, and in the name of Lessor and the County of Wayne, as additional insureds, with respect to the Commercial General Liability and Automobile Liability Insurance, as their interests may appear, shall maintain and keep in force during the term of this Lease the following policies of insurance, which shall be written by a financially